Item No. 24

AMENDMENT NUMBER 2 TO THE
AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO, CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE COUNTY OF SAN LUIS OBISPO

THIS AMENDMENT No. 2 ("Amendment No. 2"), dated for reference as of December 10, 2019, to the Agreement (defined below), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the "County"), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties", or individually "Party").

RECITALS

The County and each of the Cities previously entered into an Agreement ("Agreement") for allocation of construction and financing costs for a new Animal Service Shelter at 865 Oklahoma Avenue in San Luis Obispo, California ("Shelter" or "Project"). The Agreement is dated as of February 1, 2017.

The Parties entered into Amendment No. 1 to the Agreement, dated June 5, 2018.

The County provided written notice of increased estimated construction costs to the Cities on July 18, 2019, pursuant to Section 3(a)(ii) of the Agreement.

The Cities approved the additional construction costs in writing, pursuant to Section 3(a)(ii) of the Agreement.

The Parties acknowledge the benefit of collaborative and joint efforts in constructing, financing, and managing the Shelter.

The Parties now enter into this Amendment No. 2 to memorialize the increased estimated construction costs for the Shelter. The Agreement, Amendment No. 1and this Amendment No. 2 represent the entire agreement between the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.
   The above Recitals are true and correct.

2. Capital and Financing Costs
   a) The Project construction costs to be shared by the Parties were estimated at the time the Agreement was signed to be Thirteen Million One Hundred Seventy-Six Thousand Five Hundred Dollars ($13,176,500). Pursuant to Amendment No. 1, the County agreed to reduce the costs allocated to the Cities by $1 Million, thereby lowering the estimated shared constructions costs to Twelve Million One Hundred Seventy-Six Thousand Five Hundred Dollars ($12,176,500). Pursuant to this Amendment No. 2, and in consideration of the Design-Build contract amount for the Project, the Project construction costs to be shared by the Parties shall not exceed Eighteen Million Nine Hundred Ninety-Nine Thousand Seven Hundred Seventy-Three Dollars ($18,999,773).
   b) Estimated financing costs are shown in Attachment A to this Amendment No. 2 and may vary depending on the applicable interest rate and whether there are out of pocket costs to obtain

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: December 10, 2019

WADE HORTON

Clerk of the Board

By: Deputy Clerk

Dated: 12-12-2019

Lara K. Christensen
City Clerk

COUNTY OF SAN LUIS OBISPO

Debbie Arnold

Chairperson, Board of Supervisors, County of San Luis Obispo, State of California

CITY OF ATASCADERO

By: Rachelle Rickard, City Manager

Dated: _____

_____
City Clerk

CITY OF ARROYO GRANDE

_____

By:

Dated: _____

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City Clerk

CITY OF GROVER BEACH

_____

By:

Dated: _____

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City Clerk

CITY OF MORRO BAY

_____

By:

Dated: _____

_____
City Clerk

CITY OF PASO ROBLES

_____

By:

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on January 16, 2020

WADE HORTON
County Clerk of the Board and Ex-Officio Clerk of the Board of Supervisors

By, _____
Deputy Clerk

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

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_____

Clerk of the Board

Dated: 11.12.2019

CITY OF ATASCADERO

_____

_____

Lara K. Christensen
City Clerk

By: Rachelle Rickard, City Manager

Dated: _____

CITY OF ARROYO GRANDE

_____

_____

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

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City Clerk

By:

Dated: _____

CITY OF MORRO BAY

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City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

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City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

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_____

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

_____

_____

City Clerk

By:

Dated: 11.14.2019

CITY OF ARROYO GRANDE

Kelly McMahon

_____

City Clerk

By: JAMES BERGMAN
CITY MANAGER

Dated: _____

CITY OF GROVER BEACH

_____

_____

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

_____

_____

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

_____

_____

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

_____

_____

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

_____

_____

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

_____

_____

City Clerk

By:

Dated: 11/26/2019

CITY OF GROVER BEACH

_____

Wendi B. Sims

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

_____

_____

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

_____

_____

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

_____

_____

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

_____

_____

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

_____

_____

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

_____

_____

City Clerk

By:

Dated: 11/12/19

CITY OF MORRO BAY

Dana Swanson

_____

City Clerk

By: Scott Collins, City Manager

Dated: _____

CITY OF PASO ROBLES

_____

_____

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

_____

Clerk of the Board

_____

Dated: _____

CITY OF ATASCADERO

_____

City Clerk

_____

By:

Dated: _____

CITY OF ARROYO GRANDE

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City Clerk

_____

By:

Dated: _____

CITY OF GROVER BEACH

_____

City Clerk

_____

By:

Dated: _____

CITY OF MORRO BAY

_____

City Clerk

_____

By:

Dated: 11/26/19

CITY OF PASO ROBLES

Melissa Martin

City Clerk

THOMAS FRITCHEY

By: its City Manager

Dated: 11-26-2019

City Clerk

CITY OF PISMO BEACH

By: JAMES R. LEWIS, CITY MANAGER

Dated: _____

CITY OF SAN LUIS OBISPO

_____

City Clerk

_____

By:

Dated: _____

_____

City Clerk

CITY OF PISMO BEACH

_____

By:

Dated: 12/3/19

Teresa Purrington

City Clerk

CITY OF SAN LUIS OBISPO

_____

By: Derek Johnson, City Manager

Exhibit A

to MOA Amendment No. 2

SLO County Animal Services Facility
Financing cost estimates at proposal costs
July 25, 2019 market update

MOU (low end)			Estimated Annual Debt Service at July 25th market update		
Project cost	$	13,176,500	Scope Cost	$	20,348,740
			less: County-only Road Costs	$	(348,967)
County Contribution	$	(1,000,000)	less: County Contribution	$	(1,000,000)
Shared debt	$	12,176,500	Amount Financed	$	18,999,773
Agency	Share	25yr - 3.5%	*Additional Annual Debt Service vs. MOU low-end*		25yr - 3.24%
Arroyo Grande	5.94%	$ 45,523	*$ 20,231*	$	65,753
Atascadero	15.03%	115,186	*51,190*		166,376
Grover Beach	3.12%	23,911	*10,626*		34,537
Morro Bay	2.90%	22,225	*9,877*		32,102
Paso Robles	18.15%	139,097	*61,816*		200,913
Pismo Beach	1.19%	9,120	*4,053*		13,173
San Luis Obispo	10.03%	76,868	*34,160*		111,028
Unincorporated	43.64%	334,447	*148,630*		483,077
Avg Annual Payment	100.00%	$ 766,377	*$ 340,582*	$	1,106,959